

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

**AMERICAN TOWERS LLC AND
AMERICAN TOWER MANAGEMENT,
LLC,**

Plaintiffs,

v.

MARY HELEN LOPEZ,

Defendant.

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CIVIL ACTION NO. 2:16-cv-00424

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

The Defendant Mary Helen Lopez files this original answer against Plaintiffs.

Jurisdiction and Venue

1. The Defendant does not dispute paragraphs 1 and 2 of the Jurisdiction and Venue of the Plaintiffs' Original Complaint.

Parties & Service of Process

2. Defendant, Mary Helen Lopez , an individual, is a citizen of Texas and may be served at 117 W. Avenue D, Robstown, Texas 78380, or wherever she may be found.

3. Plaintiffs are American Towers LLC and American Tower Management, LLC, Delaware Limited Liability companies with their principal place(s) of business in Boston, Massachusetts.

III.

Facts

4. The Defendant disputes the facts regarding lease agreement in paragraphs 6 and 7 of the original complaint as follows:

- a) Although the Defendant was obligated to pay a licensing fee, certain factors precluded her from enjoying the property including failure to provide air conditioning;
- b) Failure to respond to complaints regarding the conditions that prevented operation of the tower/station;
- c) Failure to properly respond to complaints regarding the San Diego Tower conditions;
- d) Economic damages that were incurred;
- e) The Defendant objects and specially excepts to the characterization that she enjoyed the use of the towers in both San Diego and Corpus Christi to the full extent as agreed on the lease;
- f) Plaintiffs failed to comply with lease agreement, caused economic and special damages and harmed the Defendant's business.

IV.

5. Counter-Claims

A. Breach of Contract

6. The Plaintiffs caused irreparable harm to reputation, business, further economic damages and damages to reputation by failing to respond to problems with the San Diego Tower which directly touched and concerned the business in Corpus Christi.

B. Constructive Eviction

7. The Plaintiffs breached both lease agreements and the Defendant suffered damages by failing to maintain proper heating and cooling conditions, failure to respond to the Defendant's complaints under the lease which caused a constructive eviction and economic harm permanently in 2014-2016.

8. The Defendant denies each and every allegation incorporated by reference in paragraphs 9-12.

IV.

Attorneys' Fees

9. The Defendant specifically objects to the Plaintiffs receiving any attorneys' fees based upon the counter-claims as noted above, the attorney fees incurred by the Defendant to answer the suit and the insufficient facts and allegations that support the relief the Plaintiff seeks.

10. The Defendant seeks attorney's fees, costs and damages as a result of the Plaintiffs' breach of the lease agreement covenants.

V.

Conditions Precedent

11. Defendant disputes that all conditions precedent were met and they have not been waived.

VI.

PRE AND POST-JUDGMENT INTEREST

12. Defendant denies that the Plaintiffs are entitled to recovery of lawful interest, both incurred pre- and post-judgment.

PRAYER

Wherefore, the Defendant Mary Helen Lopez requests a trial by jury, pre and post judgment interests, enters her counter-claims for breach of contract, constructive eviction and any and all relief she is entitled to. The Defendant seeks reasonable attorney fees, economic damages for losses as a result of not being able to fully enjoy the towers, and communication equipment and seeks just compensation for costs, expenses, attorney fees, pre and post-judgment interest and such additional attorney fees and further relief as to which the Defendant shows herself entitled.

Respectfully submitted,

/s/Joe A. Flores Attorney

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CERTIFICATE OF SERVICE

I, Joe A. Flores, Attorney for Mary Helen Lopez, hereby certify that I have served a copy of said Defendant's Original Answer to Mr. David Swanson and Mr. Nicholas Demeropolis via facsimile on this 17th day of February, 2017.

/s/ Joe A. Flores

Joe A. Flores